SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 7017357489

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			SPE602-26-Q-0702	2026 JUN 18

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (*No Collect calls*)	8. OFFER DUE DATE/ LOCAL TIME
	ERIC HARVEY DEH0064	Phone: 445-737-7656	2026 JUL 13 08:00 AM

9. ISSUED BY — CODE SPE602

DLA ENERGY
BULK PETROLEUM PRODUCT
8725 JOHN J. KINGMAN ROAD
FORT BELVOIR VA 22060
USA

10. THIS ACQUISITION IS
- [X] UNRESTRICTED OR
- [ ] SET ASIDE: _____ % FOR:
- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [ ] 8 (A)

NAICS: 484230

SIZE STANDARD:

11. DELIVERYFOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ
- [ ] IFB
- [X] RFP

15. DELIVER TO — CODE

SEE SCHEDULE

16. ADMINISTERED BY — CODE

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY — CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

- [X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

- [ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

- [ ] 29. AWARD OF CONTRACT: REF._____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or Print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or Print)*	31c. DATE SIGNED

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Solicitation Notes

1. Quotes must be received by DLA Energy on **July 13, 2026 at 8:00 A.M. Fort Belvoir Eastern Daylight Time (EDT)** and completed as described in FAR 52.212-1 INSTRUCTIONS TO OFFERORS and FAR 52.212-1 ADDENDUM. Offerors are expected to submit quotes in full compliance with all terms and conditions of this solicitation.

2. Quotes will only be accepted by email to BulkFuelsBidCustodian@dla.mil by the due date.

3. Offerors will have an opportunity to submit questions by email. All questions must be submitted to Eric.Harvey@dla.mil and Roger.Wilson@dla.mil and carbon copy Shelly.Brayboy@dla.mil by **June 22, 2026 at 10:00 A.M. EDT**.

4. Offeror must include the solicitation number and company name in the subject line of all correspondence.

5. **SYSTEM FOR AWARD MANAGEMENT (SAM):** The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. As part of the SAM registration process, the Government collects information, as described in paragraphs (b) through (d) of this provision, that is necessary to identify the Offeror and for the Offeror to be awarded Federal Government contracts. To register in SAM, go to https://www.sam.gov. Allow for processing time when registering in SAM. If the Offeror is not registered in SAM, it should register immediately after receiving this solicitation.

6. **JOINT CONTINGENCY CONTRACTING SYSTEM (JCCS) REQUIREMENT:** Vendors and subcontractors must be registered in the JCCS (https://www.jccs.gov/jccsng) to be considered for contract awards in the U.S. Central Command (CENTCOM) Area of Operation (AOR).

   U.S. Central Command (CENTCOM) Area of Responsibility (AOR) includes the following countries: Afghanistan, Bahrain, Egypt, Iran, Iraq, Israel, Jordan, Kazakhstan, Kuwait, Kyrgyzstan, Lebanon, Oman, Pakistan, Qatar, Saudi Arabia, Syria, Tajikistan, Turkmenistan, United Arab Emirates, Uzbekistan, and Yemen. Each offeror must submit the JCCS registration number with the offer package. If awarded, active registration must be maintained throughout contract performance. Instructions for account registration and training can be found at www.jccs.gov. Click on "vendor login", click the registration tab, and follow the directions from there. Minimum required documents are as follows:

   - Articles of Association or Letter of Incorporation
   - Passport Copies of Owner and Key Employees (Identified in Owner and Employee tabs under the questionnaire section)
   - Current Tax Document
   - Business License

   All tabs must be completed under the questionnaire tab in the “CENTCOM Eligibility” section of the JCCS profile.

7. **ELECTRONIC TRANSFER OF FUNDS PAYMENTS – FEDERAL RESERVE WIRE TRANSFER SYSTEM:** Foreign offerors may elect payment by electronic transfer of funds via the Federal Reserve Wire Transfer System, which does not require the receiving bank to be located in the United States. Offerors are advised to verify their Financial Institution (FI) is capable of receiving Federal

Wire transactions via either a SWIFT Code or an IBAN number. Firms receiving an award under this solicitation must ensure that the appropriate arrangements are made with their FI prior to submission of the first invoice.

8. **REQUIREMENTS TYPE CONTRACT ORDER LIMITATIONS:** A minimum threshold of 8,000 USG is mandated for all truck transport orders. Any order falling below 8,000 USG shall be invoiced at the flat rate of an 8,000 USG delivery, subject to prevailing Out of Tolerance Loss Deduction contract provisions.

9. Offerors must include the entire quantity for each line item. Quotes for less than the entire quantity will not be considered for award.

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SECTION B – Supplies and Services and Prices/Costs

SF1449 BLOCK 20 SCHEDULE OF SUPPLIES/SERVICES:

The services to be furnished during the period of performance October 1, 2026 through September 30, 2029 are specified as follows:

TURBINE FUEL, AVIATION (JA1)			
LINE ITEM	**ORIGIN**	**DESTINATION**	**TOTAL QUANTITY OVER THREE YEARS (USG)**
0001	Kuwait Aviation Fuel Company (KAFCO), Kuwait	Camp Buehring, Kuwait	6,000,000
0002	KAFCO, Kuwait	Ali Al Salem (AAS), Kuwait	39,000,000
0003	KAFCO, Kuwait	Al Jaber, Kuwait	500,000
0004	KAFCO, Kuwait	All other DFSP Kuwait locations	1,000,000
Total			**46,500,000**

TURBINE FUEL, AVIATION (JP8)			
LINE ITEM	**ORIGIN**	**DESTINATION**	**TOTAL QUANTITY OVER THREE YEARS (USG)**
0005	AAS, Kuwait	All other DFSP Kuwait locations	1,000,000
0006	Camp Buehring, Kuwait	All other DFSP Kuwait locations	100,000
0007	Al Jaber, Kuwait	All other DFSP Kuwait locations	100,000
Total			**1,200,000**

DIESEL FUEL (DF2/ADO)			
LINE ITEM	**ORIGIN**	**DESTINATION**	**TOTAL QUANTITY OVER THREE YEARS (USG)**
0008	KNPC Shuaiba, Kuwait	Camp Buehring, Kuwait	38,000,000
0009	KNPC Shuaiba, Kuwait	AAS, Kuwait	1,000,000
0010	KNPC Shuaiba, Kuwait	Al Jaber, Kuwait	500,000
0011	KNPC Shuaiba, Kuwait	All other DFSP Kuwait locations	1,000,000
0012	KNPC Subhan/Ahmadi, Kuwait	Camp Buehring, Kuwait	38,000,000
0013	KNPC Subhan/Ahmadi, Kuwait	AAS, Kuwait	1,000,000
0014	KNPC Subhan/Ahmadi, Kuwait	Al Jaber, Kuwait	500,000
0015	KNPC Subhan/Ahmadi, Kuwait	All other DFSP Kuwait locations	1,000,000
0016	AAS, Kuwait	All other DFSP Kuwait locations	1,000,000
0017	Camp Buehring, Kuwait	All other DFSP Kuwait locations	250,000
0018	Al Jaber, Kuwait	All other DFSP Kuwait locations	100,000
Total			**82,350,000**

MOGAS			
LINE ITEM	**ORIGIN**	**DESTINATION**	**TOTAL QUANTITY OVER THREE YEARS (USG)**
0019	Camp Buehring, Kuwait	AAS, Kuwait	6,000,000
0020	KNPC Subhan/Ahmadi, Kuwait	Al Jaber, Kuwait	500,000
0021	KNPC Subhan/Ahmadi, Kuwait	All other DFSP Kuwait locations	100,000
0022	Mina Refinery, Kuwait	All other DFSP Kuwait locations	500,000
0023	AAS, Kuwait	All other DFSP Kuwait locations	100,000
0024	Camp Buehring, Kuwait	All other DFSP Kuwait locations	100,000
0025	Al Jaber, Kuwait	All other DFSP Kuwait locations	100,000
Total			**7,400,000**

SECTION C – Descriptions/Specifications/Statement of Work

1.0 GENERAL PROVISIONS.

1.1 Contract Requirement. The United States (U.S.) Government has a requirement for tank truck transportation of DLA Energy-owned fuel products, specifically Turbine Fuel, Aviation (JA1 and JP8), Diesel Fuel (DF2/ADO), and Motor Gasoline (MOGAS), within the country of Kuwait. The contractor shall provide fuel delivery services as described in Section 2.0 below and shall be responsible for and furnish all personnel, equipment, material and/or facilities necessary during the period of performance. No Government equipment or facilities will be provided to the contractor, who shall be completely responsible, at its expense, for the operation and maintenance of assets utilized to meet the contractual performance requirements identified herein.

1.2 Mission Statement. The contractor shall receive, transport and discharge DLA Energy-owned fuel products into designated permanent and temporary U.S. storage tanks, tank bags or trucks positioned at the destinations reflected below, while maintaining product quality and accountability in accordance with PWS.

1.3 Contract Performance. The contractor shall perform specific tasks listed in Sections 2.0 through 7.0. The contractor shall submit all deliverables listed in Section 5.0.

1.4 Period of Performance. October 1, 2026 through September 30, 2029. Option Period in accordance with (IAW) FAR 52.217-8: October 1, 2029 through March 31, 2030.

1.5 Kuwait Government Documentation Requirements. The following documentation shall be provided to DLA Energy and maintained by the contractor for the duration of the contract performance period.

1.5.1 Licenses and Permits. The contractor will maintain, all authorizations (i.e. licenses, insurance and permits) to operate and conduct business within Kuwait. The contractor shall remain in full compliance with all laws, decrees, labor standards and regulations of the Kuwait Government. Except as may be specified herein, the contractor is responsible for obtaining copies of all applicable laws, decrees, labor standards and regulations of Kuwait to include future changes.

1.5.2 Access and Inspection Permits at KPC facilities. The contractor is responsible for obtaining all access badges and pass documentation, insurance and inspection permits to operate and do business within Kuwait Petroleum Corporation (KPC) facilities at Kuwait Aviation Fuel Company (KAFCO) and Kuwait National Petroleum Corporation (KNPC) facilities. Current insurance requirements are included in Attachment 3- KAFCO Insurance Coverage Requirement. The timeframe for obtaining access and passes is estimated to be 2-4 weeks.

1.6 Additional Considerations. Pursuant to FAR 52.229-6 The U.S. is a tax-exempt entity. If any tolls, taxes, fines, etc. are imposed by the Kuwait Government, the contractor shall report such to the Contracting Officer (KO), Contracting Officer Representative (COR), and DLA Energy Middle East (ME) Office.

2.0 PERFORMANCE REQUIREMENTS

2.1 Contractor Contact Information and Hours of Operation. The contractor shall provide the names, contact information, and schedules for designated program and shift managers who will be always available. The contractor shall provide services 24 hours per day and seven days a week including weekends and holidays, except as noted below for Ramadan and extreme heat conditions. Operating hours for loading facilities are as follows:

KNPC Shuaiba Operating Hours:	0700 – 1400 (reduced during local holidays)
KNPC Subhan Operating Hours:	24 hours / 7 days a week
KNPC Ahmadi Operating Hours:	24 hours / 7 days a week
KAFCO Operating Hours:	24 hours / 7 days a week (Ramadan: 2000 - 0100)
DFSP Al Jaber AB Operating Hours:	24 hours / 7 days a week
DFSP Camp Buehring Operating Hours:	24 hours / 7 days a week
DFSP Ali Al Salem Operating Hours:	Daylight hours of operation (Ramadan: 2000 - 0100) • Ramadan hours of operation: 2000 - 0100 • Night operations during extreme heat conditions

2.1.1 Performance Objective: Personnel Qualifications. The contractor shall ensure that personnel assigned to all tasks have the requisite knowledge, skills and abilities to meet minimum performance requirements as specified below and comply with all applicable local regulatory bodies, laws and regulations.

2.1.2 Contractor personnel shall be able to read and understand English versions of printed regulations, detailed written orders and operating procedures, training instructions and materials.

2.1.3 The contractor shall provide one responsible driver per truck who is certified by the local jurisdiction to transport hazardous/flammable goods.

2.1.4 The contractor shall provide all necessary safety services and supplies for all drivers. No services or supplies will be provided by the U.S. Government.

2.1.5 The contractor is responsible for the arrangement of all necessary U.S. and Kuwait Government identification badges, Civil IDs and passes, visas, fees, and passports for identified drivers. The contractor shall maintain these driver documents and provide them to the U.S. Government when requested. Additional passes are required for deliveries to Ali Al Salem. These include KNPC/KAFCO driver/tanker Installation passes, DFSP Buehring Installation Badge and Kuwait Ministry of Defense (KMoD) J2 Pass.

2.1.6 Security Requirements. The U.S. Government will not provide security escort for trucks transporting fuel product in Kuwait. Contractor personnel shall comply with the following security requirements in the execution of their assigned duties.

2.1.7 Contractor drivers shall comply with written or verbal direction received from an authorized U.S. Government Representative in regard to applicable U.S. Government security procedures.

2.1.8 Drivers are prohibited from carrying weapons while performing any time during this contract.

2.1.9 The contractor shall identify the staffing and procedures necessary to maintain security protection.

2.1.10 Contractor personnel are expected to immediately report any suspicious activities, packages, or items they observe to include personnel conducting surveillance of the installation or unauthorized personnel requesting access to the installation to Kuwait LMS/LNO and DLA Energy- ME Office personnel.

2.1.11 Contractor and any subcontractor must maintain registration in Joint Contingency Contracting System (JCCS) at https://www.jccs.gov/jccscoe/.

2.2 Safety Requirements. The contractor will adhere to all Kuwaiti loading/offloading facilities' safety policies and regulations.

2.3 Performance Objective: Transportation Requirements. The contractor will ensure the following transportation requirements are met in the performance of this contract:

2.3.1 For trucks not loading at Kuwait Aviation Fueling Company (KAFCO) and Kuwait National Petroleum Corporation (KNPC) facilities, all vehicles shall be in good mechanical working order and no older than seven (7) years. For trucks loading at KAFCO and KNPC facilities, the contractor's trucks must meet all KAFCO and KNPC Technical Specifications respectively for Truck Fuel Road Tankers/Semi Trailer (See Attachments 1 and 2) including KAFCO and KNPC equipment age requirements. For KNPC loads, the trucking services contractor representative (not the drivers) will provide and affix the seals immediately after loading. For KAFCO loads, the trucking services contractor representative (not the drivers) will seal the tanker lid covers prior to entering the KAFCO load facility. The seal numbers must be in sequence and shall be annotated on all shipping documents. The contractor shall purchase Alulock 2.0mm or equivalent serial numbered seals and effectively seal all tank truck access points. The Alulock cable seal has a self-locking design and is available in variable lengths. If equivalent seal is proposed, contractor must obtain Quality Assurance Representative (QAR) and Contracting Officer (KO) approval prior to usage.

2.3.2 Contractor personnel will not make unauthorized stops during transit of fuel product. Vehicle breakdowns, accidents, and routine meal accommodations are an exception.

2.3.3 The contractor will be responsible for the recovery of any disabled trucks.

2.3.3.1 Transfers of product from contractor truck-to-contractor truck must be approved in advance by DLA Energy-ME Office Quality Assurance personnel and documented. Copies will be forwarded to authorized U.S. Government personnel for validation and must include truck numbers, date, quantity in liters and gallons, type of product, old delivery note number, new delivery note number and a statement as to why the product is being transferred.

2.3.4 Contractor personnel will be responsible for specific tasks outlined below.

2.3.4.1 The contractor will maintain accountability of equipment, personnel, product to be transported, applicable forms and reports.

2.3.4.2 Pre-check vehicle for proper documentation that includes, but is not limited to: Civil ID, loading and unloading documents and operator's license.

2.3.4.3 Ensure equipment serviceability, which includes the required amount of tank truck fuel to be used on the journey.

2.3.4.4 Safeguard transportation documentation to include upload and download documents.

2.3.4.5 Consolidate completed documents to be provided to the COR and DLA Energy Middle East (ME) Office.

2.3.4.6 Check in at all U.S. Military areas as directed by the U.S. Government when arriving and departing installations.

2.4 Performance Objective: Tank Truck Requirements. The contractor will provide the required tank truck assets to successfully perform the contractual requirements identified herein. The trucks will be initially inspected and approved by a DLA Energy-ME Office QAR, sub-region Logistics Management Specialist (LMS), or Contracting Officer Representative (COR) before an asset goes on hire for use under the contract. If inspected assets are used for any mission outside of DLA's contract, then the asset must be re-inspected prior to further DLA contract use. Offeror will need to provide a list of tank trucks, which will be utilized for this contract. Tank truck list will include the number of trucks, make and model of the trucks, capacities, the plate and registration/vehicle identification (VIN) numbers, the model year, whether the tank is epoxy coated or not and if the trucks are dedicated to a specific grade of fuel and the grade of fuel it will carry.

2.4.1 All internal tank surfaces and piping must be clean, dry, and free of dirt, grease, oil, or any other foreign material and meet the following criteria:

2.4.1.1 If the product to be loaded is aviation turbine fuel and truck/trailer is to remain in multi-product service it must be epoxy-coated mild steel/aluminum. Trucks remaining in multi-product service will require proper cleaning outlined within Table IV in QAP E1.

2.4.1.2 If the product to be loaded is aviation turbine fuel, diesel or gasoline and truck/trailer is to remain in dedicated product service (i.e., cannot switch from one product to the other) it may be un-coated mild steel, stainless steel or aluminum.

2.4.2 The contractor will be required to replace any equipment deemed unsafe or not road worthy by an authorized U.S. Government representative.

2.4.3 The contractor shall provide trucks that are fully operational, to include supply point specific requirements, and supply qualified personnel to perform maintenance actions seven days a week, 24 hours a day. Trucks requiring maintenance or replacement of defective truck and trailer parts shall be replaced at no extra cost to the U.S. Government.

2.4.4 The contractor shall ensure that trucks are properly labeled for each specific load that is delivered (i.e. magnetic decals).

2.5 Performance Objective: Deliveries. Unless otherwise specified in the Schedule, each delivery shall be made on the date and within the timeframe specified on the respective fuel transport order.

2.5.1 Delivery Schedule. It is anticipated a certain number of trucks will be loaded daily at each fuel source and after loading sent straight to the receiving activity. A sufficient number of trucks must be available to meet the daily load requirement, including replacement truck(s) if needed.

3.0 QUALITY ASSURANCE

3.1 General. The contractor shall be responsible for the quality of product after loading as per DLA Energy QAP E1. U.S. Government representatives may conduct inspections on transport trucks at origin and/or at destination to ensure fuel quality standards are met. The contractor bears the responsibility of fuel that is contaminated or delivered off specification while in the contractor's possession. The contractor will not take any samples or break any seals without a DLA Energy-ME or U.S. Government representative being present or without their prior approval.

3.2 U.S. Government Quality Assurance. Final determination that the services rendered are conforming to requirements is solely the responsibility of the U.S. Government. The U.S. Government Service Delivery Summary (SDS) is not a substitute for contractor quality control. The U.S. Government will monitor the contractor's performance in accordance with the SDS.

3.3 Performance Measurement. The Contracting Officer (KO) and the COR will monitor contractor performance and compliance with the terms and conditions of the contract in accordance with the SDS. The COR, in conjunction with the KO, will conduct periodic meetings with the contractor to discuss operations and problem areas.

3.4 Service Delivery Summary (SDS). The SDS represents important contract objectives that, when met, will foster satisfactory contract performance. Although not all PWS requirements are listed in the SDS, the contractor is fully expected to comply with all requirements in the PWS. The SDS serves as a point of reference for the contractor and Government to measure the services provided. The Contracting Officer (KO) will issue a Contractor Discrepancy Report when the contractor's performance is unsatisfactory. The contractor shall reply in writing within 24 hours, giving reasons for unsatisfactory performance and identifying the corrective action(s) to be taken to prevent reoccurrence.

SERVICE DELIVERY SUMMARY			
PERFORMANCE OBJECTIVE	**PWS PARA.**	**PERFORMANCE THRESHOLDS**	**METHODS OF SURVEILLANCE**
Personnel Qualifications	2.1.1	95% of personnel are knowledgeable, have requisite skills, and are available as required.	Document review/ Validated User/ Customer Complaints
Transportation Requirements	2.3	95% of equipment presented for inspection is acceptable.	100% inspection
Tank Truck Requirements	2.4	95% of equipment presented for inspection is acceptable.	100% inspection
Deliveries	2.5	95% acceptance and fulfillment of fuel transport orders.	Document review/ Validated User/ Customer Complaints

3.5 Quality Check Criteria. Quality checks may include, but are not limited to, verification of the following:

3.5.1 Previously carried product; contractor may be requested to provide documentation regarding the product previously carried in the truck to be loaded.

3.5.2 Cargo compartment preparation; contractor may be requested to provide documentation regarding cleaning performed, i.e., steam cleaning.

3.5.3 Vehicle integrity standards: contractor will meet the requirements outlined in Section 2.6 Tank Truck Requirements.

3.6 Truck-to-Truck Transfers. The following actions will be taken after contractor truck-to-truck transfers of product due to an accident, or due to an operational or safety requirement not performed with U.S. Government representative oversight, if directed by DLA Energy ME Quality Assurance personnel. DLA Energy ME will be notified of the intended laboratory to be used and approved by DLA Energy ME Quality personnel prior to use of the laboratory.

3.6.1 The contractor shall take an all-level sample from each compartment of the receipt truck. The contractor will take a sample through the truck manifold after flushing at least 5 gallons of product if needed.

3.6.2 Immediately after sampling, the receipt truck shall be resealed and the numbers annotated on the new manifest.

3.6.3 The sample(s) shall be sent to a laboratory acceptable to the U.S. Government and be identified with the receipt truck number, date sample taken, product grade, a complete listing of the applied to the receipt truck and the name of the sampler. In the reason for submission block of the request state "Revalidation of Product Quality after truck-to-truck transfer."

3.6.4 A composite sample of the truck shall be made in the laboratory if the truck had multiple compartments. The testing requirements are as follows in accordance with product specification:

3.6.4.1 Aviation Fuels – Appearance, visual color, freezing point, FSII, conductivity, density, flash point, distillation, copper strip corrosion, existent gum, particulate content & filtration time, and thermal stability.

3.6.4.2 Diesel Fuel – Appearance, density, flash point, distillation, cloud point and pour point.

3.6.4.3 Gasoline – Appearance, color, visual water and color, distillation, vapor pressure, copper strip corrosion, unwashed gum/solvent-washed gum, and density.

3.6.4.4 The contractor shall obtain the Certificate of Quality (COQ)/Certificate of Analysis (COA) or Batch Certificates from the refinery representative at the time of loading. The contractor truck drivers will turn the COQ's/COA's or Batch Certificates over to the Government representatives when off- loading the fuel at destination. The results shall be shared/provided to the DLA Energy ME Quality Manager to be validated against the origin load quality certificate. The product will be considered as acceptable, as determined by the DLA Energy ME Quality Manager, provided it falls within the reproducibility limits from the origin certificate. Should any test parameter not fall within reproducibility of the origin certificate or be determined unacceptable for other reasons by the DLA Energy ME Quality Manager, the DLA Energy ME Quality Manager will determine if the product meets acceptability according to Mil-STD-3004-1 or if the product will require disposition.

3.7 Tank Truck Cleaning Requirements. The contractor shall ensure tank trucks dedicated to hauling aviation and diesel fuel are clean and suitable to receive product. Any truck not meeting these cleaning requirements will be rejected and turned away. Rejected trucks will not be used until they meet cleaning requirements and inspected by the U.S. Government quality representative. Cleaning requirements are outlined in Table XVI in QAP E1.

3.7.1 When required, "drain empty" includes the pump(s), filter(s), meter(s), and hose(s) as applicable.

3.7.2 If a product is not listed in the "Last Product Carried" column, permission to load and conveyance preparations require a waiver from the DLA Energy Contracting Officer (KO). DLA Energy-ME Quality Assurance personnel will also be notified at the same time of any waiver requests made.

3.7.3 If previous cargo contained dye marker and product to be loaded does not contain dye, all traces of color must be removed.

3.7.4 In order to convert transport trucks from Mogas to Diesel or Jet Fuel, the contractor must clean tanks as per the procedures in Table IV QAP E1 and the U.S. Government Representative must certify the conveyance is suitable to load the intended grade of product.

3.8 Truck Inspections. The contractor shall present trucks, upon request, for U.S. Government acceptance before scheduled loading and ensure all compartments and possible access points are sealed prior to departure from the loading terminal and remain sealed until removed by U.S. Government representative.

3.8.1 Seal rings and attachment points must be welded or permanently installed to preclude the possibility of disengaging the seal from the sealing points without breaking the seal. Seal serial numbers shall be indicated on all shipping documents.

4.0 QUANTITY REQUIREMENTS

4.1 General. The contractor shall be responsible for the quantity of product after loading. U.S. Government representatives may conduct inspections on transport trucks at origin and/or at destination to ensure fuel quantity requirements are met. The contractor shall provide delivery receipts, Form DD 1348-7 DOD MILSPETS DFSP SHIPMENT AND RECEIPT DOCUMENT, for all products delivered. Receipts shall be signed by the authorized U.S. Government Representative. The contractor shall provide Form DD 250 MATERIAL INSPECTION AND RECEIVING REPORT, for products picked up from KPC, KAFCO and/or KNPC locations.

4.2 Load Quantities. Tank trucks will be loaded in accordance with local custom based on gross volume. This quantity will be annotated on the DD1348-7 for information purposes only and shall be volume corrected to 15 ºC in accordance with contract provision F1 DETERMINATION OF QUANTITY.

4.3 Quantity Determination. Load and discharge quantity shall be determined on the basis of the following:

4.3.1 A calibrated receipt meter. All meters used in determining product volume shall be calibrated using American Petroleum Institute Manual of Petroleum Measurement Standards (API MPMS), Chapter 4, Proving Systems or equivalent national or international standards. The frequency of calibration shall be accomplished on an annual basis in accordance with Unified Facilities Criteria 3-460-03.

4.3.2 Measurement Standards and Calculations. All measurements and calculations made to determine quantity shall be in accordance with the most recent edition of the API MPMS or equivalent national or international standards. When required, volume correction shall be in accordance with API MPMS, Chapter 11.1, Volume Correction Factors, Volumes II (Table 6B), Volume V (Table 24 B) or Volume VII (Table 54B). The contractor has the right to have a representative present to witness the delivery and measurement of quantity.

4.3.3 All invoice quantities shall be converted to U.S. gallons. To convert liters to gallons, multiply the quantity in liters by 0.264172 gallons per liter (3.78541 liters per gallon). Refer to contract provision M1: CONVERSION FACTORS to convert metric tons to U.S. gallons. The temperature and density will be conducted by using a calibrated thermometer and hydrometer for the specification of the fuel. API MPMS Chapter 12, Calculation of Petroleum Quantities. All calculations of net quantities shall be made in accordance with this chapter.

4.3.4 The contractor has the responsibility to deliver to designated Government destinations all product loaded into contractor trucks as documented by the DD Form 1348-7 or DD 250. Risk of loss or damage to the supplies provided shall remain with the contractor until delivery has been made to the Government at the destination specified in the contract.

4.3.4.1 Variations in quantity must be within the acceptable limits of 0.5% of volumes as set forth by DOD 4140.25-M Volume 2, DoD Management of Bulk Petroleum Products, Natural Gas, and Coal. If the loss tolerance exceeds 0.5%, DLA Energy is entitled to the entire amount of the lost product, regardless of the cause of the loss. The Government reserves the right to offset any losses incurred during shipment against each invoice; however, the 0.5% loss tolerance applies only to normal operating losses. In the event there is evidence of theft or tampering, DLA Energy reserves the right to claim losses, even if they are less than 0.5%. The offset will be determined by the average of daily gains/losses per CLIN over the invoice period. The invoice period is defined as bi-weekly for this contract.

5.0 DELIVERABLES

5.1 SDS and Contractor Plans. The description of the plans below is guidance and not all inclusive. Plans will comply with applicable guidance and regulatory requirements. Other accredited documentation, as agreed to by the Government, to assess fuel operations and support capabilities (e.g., international certifications, certificates or licenses to operate) is authorized. The contractor must submit each detailed plan listed below during the proposal submission and ensure that all required plans are accepted and approved by DLA Energy prior to start of the contract performance period. DLA Energy reserves the right to request changes or modifications to any detailed plans at any time throughout the contract performance period. The plans are considered dynamic documents and must be updated as required throughout the contract period. Updates will be provided to the COR/QAR and Contracting Officer for review and acceptance as changes are made. These plans may be used by the COR/QAR for monitoring and assessing contract performance.

5.1.1 Contract Compliance Plan (CCP). The contractor is responsible for ensuring compliance with all contract performance requirements. As such, the contractor shall develop an inspection system acceptable to the Government for monitoring overall contract performance. The inspection system is to include a written CCP developed and used by the contractor to measure performance on a continuous basis. The CCP shall include performance requirements for all of the services and tasks listed in this PWS and the contractor's own performance-based

plans. General performance criteria shall include the contractor's ability to provide continuous support capabilities as specified in this PWS, record keeping and reporting procedures pertaining to administrative requirements. The CCP shall include time specific checklists for evaluation of all operational and preventive maintenance requirements. The CCP shall address procedures for corrective actions including the resolution of Corrective Action Reports (CAR) and Quality Deficiency Reports (QDR) generated by the Government.

5.1.2 Product Quality Control Plan (QCP). The QCP shall describe how the contractor intends to perform the required services in order to ensure that all products meet specification requirements during the performance of the contract. The plan shall include procedures for the following operations, as they affect quality control: Receiving, Sampling, Testing, Calibration, Storage and Handling, Quantity Determination, Records and Reports and Corrective Action.

5.1.3 Transportation Plan. The transportation plans shall include details as to how the offeror will move fuel through the entire supply chain. The emphasis will be on the details provided for transportation of the product from Kuwait Petroleum Corporation (KPC) facilities at Kuwait Aviation Fuel Company (KAFCO), Kuwait National Petroleum Corporation (KNPC) sites and Camp Buehring to the customer's delivery location(s). Descriptions of leased or owned transportation modes for movement of product(s) from source to the locations should, at minimum, included the type of transportation, the number of vehicles made available, the sub-contractor to be used and what areas of the supply chain they will cover. The plan shall identify the contractor's assets needed to meet the delivery requirements specified in Section B – SUPPLIES OR SERVICES AND PRICES OR COSTS of the solicitation, confirm the assets comply with the specifications found at Attachment 1 – Kuwait National Petroleum Company (KNPC) Technical Specifications and Attachment 2 – KAFCO Tanker Safety Checklist, and provide a maintenance and recovery plan for the assets.

5.1.4 Security Plan. The Security Plan shall identify the contractor's ability to comply with PWS Section 2.3 Security Requirements.

5.2 Situation Report (SITREP). The contractor shall prepare and submit by email, to the DLA Energy-ME and Contracting Officer (KO), and others as may be designated, the following documentation prepared by 9:00 PM Kuwait local time, each day, to include weekends: a report that identifies truck number, document number, quantity loaded to each location, load date, load point, destination, date of delivery, quantity delivered to each location and number of vehicles needed to complete mission.

5.2.1 Driver Manifest Report. The contractor shall prepare and submit by email to the designated COR and supported installation fuel personnel a Driver Manifest Log prepared by 9:00 PM Kuwait local time, each day, to include weekends. The Driver Manifest Log will identify plate number, seal numbers, driver name, nationality, Civil ID number, driver's mobile number, any additional information the contractor deems necessary.

5.3 Truck Report. A detailed truck report will be required upon contract commencement and as assets are removed or added. The report will contain vehicle identification number, plate number and description to include make, model and year, epoxy coated or not and if the trucks are dedicated to a specific grade of fuel and that grade of fuel it will carry, owned or leased status and owner's name.

5.4 Event Report. An Event Report allows the contractor and DLA Energy to track the identification, investigation, and resolution of any issues affecting contract performance.

A detailed event report will be submitted by the contractor upon request from the Contracting Officer (KO) and will include as applicable date, location, truck number, load point, convoy information, event description and current status.

5.5 Fuel Loss Report. The contractor is responsible for the safeguarding of fuel product and reporting any loss of product to a U.S. Government authorized representative upon the submission of a delivery ticket. Fuel losses exceeding tolerance limits identified in Section 4.3.4.1 will be followed up with a written fuel loss report within 24 hours of knowledge of loss. The report will contain the date, truck number, total quantity lost, total quantity lost in excess of the tolerance limit, document number on the 1348-7, fuel type, and a detailed explanation of how the fuel loss occurred, to include possible causes. The contractor cannot invoice for the lost fuel quantity that exceeds the tolerance limit. If an invoice lists the gallon amounts and dollar values of the lost fuel beyond the tolerance limit, the invoice will be rejected for correction.

5.6 Accident Report. The contractor is responsible for providing accident information to the KO and COR within 24 hours of any accident involving damage to the truck, fuel loss, and contractor/government personnel injuries. The report will contain the date, location, number of personnel injured, type of injuries, accident description and current status.

5.7 Driver Report. A driver report is due upon contract commencement to the Contracting Officer (KO) and when employee changes are made by the contractor. The driver report will contain current drivers, new drivers required, and expected arrival dates.

Table 1: Contract Data Requirements List (CRDL)

CDRL #	PWS Section	Deliverable/Event	Objective/Description	Delivery Timing
A0001		Customs Clearance, HAZMAT Labeling and Placarding	Host Nation requirements for moving fuel within borders	At time of loading product
A0002	1.5	Company Business License	Contractor validation	Submitted with initial proposal
A0003	5.1.1	Contract Compliance Plan (CCP)	Plan for ensuring contract compliance.	Submit a coversheet and table of contents with initial proposal. Draft shall be submitted within 30 days after award. Shall be approved within 60 days after award.

A0004	5.1.2	Product Quality Control Plan (QCP)	Plan for how the contractor intends to perform the required services in order to ensure that all products meet specification requirements.	Submit a coversheet and table of contents with initial proposal. Draft shall be submitted within 30 days after award. Shall be approved within 60 days after award.
A0005	5.1.3	Transportation Plan	Plan shall provide as to how the offeror will move fuel through the entire supply chain.	Submitted with initial proposal
A0006	5.1.4	Security Plan	Identify the contractor's ability to comply with PWS Section 2.1.6 Security Requirements.	Submitted with initial proposal
A0007	5.2	SITREP	Identifies truck number, document number, quantity loaded to each location, load date, load point, destination, date of delivery, quantity delivered to each location and number of vehicles needed to complete mission.	Daily
A0008	5.3	Truck Report	Vehicle identification number, plate number and description to include make, model and year, epoxy coated or not and if the trucks are dedicated to a specific grade of fuel and that grade of fuel it will carry, owned or leased status and owners name.	On Contract commencement and as assets are removed or added
A0009	5.4	Event Report	Detailed report of identification, investigation, and resolution of any issues	Upon request

A0010	5.5	Fuel Loss Report	Report of fuel losses exceeding tolerance limits identified in paragraph Section 4.3.4.1.	Within 24 hours of knowledge of loss
A0011	5.6	Accident Report	Report of any accident involving personnel injuries	Within 24 hours of accident
A0012	5.7	Driver Report	Report containing current drivers, new drivers required, and expected arrival dates	Upon contract commencement and for employee changes

6.0 ORDERING PROCEDURES

6.1. General. This is a requirements contract in accordance with FAR 16.503 and FAR 15.505. The Contractor shall take no action to perform until a signed/written task order has been provided.

6.2 Fuel Transport Orders. Daily fuel transport orders will be placed by the Tactical Petroleum Terminal (TPT) Responsible Office (RO) at DFSP Buehring no later than 48 hours prior to delivery date specified in the order. The fuel transport order will contain quantities of fuel to be loaded, the date trucks are required to be at the loading site, and the loading/delivery point and delivery date, and operating hours of the load and receipt sites if not specified in the schedule as listed in Section 2.1.

7.0 INVOICING

7.1 General. The contractor will process all invoices in accordance with the procedures set forth in this section of the PWS.

7.1.1 The contractor will submit invoices in accordance with FAR 52.212-4(g), DFARS 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018) and DFARS 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023) in Wide Area Workflow (WAWF). Each invoice will contain following information: Company Information, Contract Number, Unique Invoice Number, Order Number(s), Contract Line Item (CLIN) for each charge, Truck Number, Date of Load, Quantity Loaded, Date Discharged, Quantity Discharged, Price per gallon fee, Total due to contractor.

NOTE: Payment is based on total US Gallons delivered to destination after compensation for losses are taken into account.

7.1.2 Each invoice will at a minimum contain copies of all loaded DD Form 1348-7s and Discharged DD Form 1348-7s.

7.1.3 DLA Energy will verify all documentation against the received 1348-7s, daily SITREP, and DLA Energy inventory and accounting systems. Once all information is verified, the DLA Energy ME Office will certify invoices for payment via WAWF.

7.1.4 The payment office is:

Defense Finance and Accounting Service – Columbus
Center Attn: DFAS—JAQEAD
P.O. Box 369031
Columbus, OH 43236

8.0 COMPLIANCE REQUIREMENTS

8.1 Applicable Directives. The contractor shall comply with applicable statutory and regulatory requirements and validated best commercial practices. This requirement applies to all performance criteria and deliverables set forth in this document. The following list of directives and other guidance are applicable to the performance of this contract; however, the list is not all-inclusive and is only intended to call the contractor's attention to certain potentially applicable requirements. This list may change, and the contractor remains responsible for knowing and complying with all specified and/or applicable laws, regulations, guidelines and publications throughout the term of this contract. In the event of conflicting guidance, contact the Contracting Officer (KO) for clarification.

Federal Acquisition Regulation

Defense Federal Acquisition Regulation

DLA Energy Policies and Procedures

DLA Energy Text

DoD 4140.25-M, Volume 2, DoD Management of Bulk Petroleum Products, Natural Gas, and Coal

DoD Instruction 4140.25, DoD Management Policy for Energy Commodities and Related Services

MIL-STD- 3004-1, DoD Standard Practice Quality Surveillance for Bulk Fuels, Lubricants and Related Products

API MPMS Chapter 4, Proving Systems

API MPMS Chapter 11.1, Volume Correction Factors

API MPMS Chapter 12, Calculation of Petroleum

SECTION E – INSPECTION AND ACCEPTANCE

Section E DLA ENERGY QUALITY ASSURANCE PROVISIONS (QAP) are provided in **Attachment 5** to this solicitation.

SECTION F – DELIVERIES OR PERFORMANCE

FAR 52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

10 Percent increase
10 Percent decrease

The increase or decrease shall apply to each delivery order.

(End of clause)

F1 DETERMINATION OF QUANTITY (AS OF MAY 1, 2026)

(a) **FREE ON BOARD (F.O.B.) ORIGIN**. All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).

(1) **DELIVERIES INTO TANKER OR BARGE**. On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis into a tanker or barge, the quantity shall be determined (at the Contractor's option) on the basis of calibrated meter; or Shipping/shore tank measurement.

(2) **DELIVERIES INTO PIPELINE**. On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis into a pipeline, the quantity shall be determined (at the Contractor's option) on the basis of calibrated meter; or shipping tank measurements.

(3) **DELIVERIES INTO RAILCAR**. On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of calibrated loading rack meter; or, using calibrated scales; or certified capacity table for the railcar.

(4) **DELIVERIES INTO TRUCK.** On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis into a truck, the quantity shall be determined (at the Contractor's option) on the basis of calibrated loading rack meter; or weight, using calibrated scales; or certified capacity table for the conveyance or container.

(5) **DELIVERIES INTO INTERMODAL CONTAINER**. On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis into an intermodal container, the quantity shall be determined (at the Contractor's option) on the basis of calibrated loading rack meter, loading either through top or bottom tank outlets (top loading requires loading gantry or "fall arrest" system), or certified capacity table for the container, or weight, using calibrated scales.

(b) **F.O.B. DESTINATION**.

(1) **DELIVERIES BY TANKER OR BARGE**. On items requiring delivery on an f.o.b. destination basis by tanker or barge, the invoice quantity shall be determined (at the Government's option) on the basis of calibrated meters on the receiving tank system; or receiving tank measurements. All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).

(2) **DELIVERIES BY PIPELINE**. On items requiring delivery by pipeline on an f.o.b. pipeline junction or f.o.b. destination basis, the invoice quantity shall be determined (at the Government's option) on the basis of calibrated meters on the pipeline junction or the receiving tank system; or receiving tank measurements. F.o.b. pipeline junction is defined as the junction between a Contractor-owned or controlled pipeline and a Government-owned or controlled pipeline. All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).

(3) **DELIVERIES BY RAILCAR**. On items requiring delivery on an f.o.b. destination basis by railcar, the quantity of supplies furnished under this contract shall be determined (at the Government's option) on the basis of calibrated meter on the receiving tank system; or weight, using calibrated scales at the receiving location; or certified capacity table for the railcar; or receiving tank measurements. All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).

(4) **DELIVERIES BY TRUCK/INTERMODAL CONTAINER.** On items requiring delivery on a f.o.b. destination basis by truck or intermodal container, the quantity shall be determined —in the following order of preference:

(i) Calibrated temperature compensating meters on the receiving system (as identified in the schedule).

(ii) Calibrated temperature compensating meter on the delivery conveyance (as identified in the schedule).

(iii) Weight, using calibrated scales at the receiving location (as identified in the schedule).

(iv) Calibrated meters on the receiving system, requiring manual volume correction (as identified in the schedule).

(v) Loading ticket mechanically imprinted with the volume corrected (net) quantity. The ticket must be generated at the time of loading and be based on a calibrated loading rack meter or calibrated scales.

(vi) Calibrated meter on the delivery conveyance, requiring manual volume correction.

(vii) Loading ticket, not volume corrected (requiring manual volume correction).

(c) Invoice quantities for all residual fuels and lubricating oils and invoice quantities for other products that are in excess of 5,000 gallons (or 18,900 liters) shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius.

(d) Invoice quantities of nonresidual fuels which are less than 5,000 gallons (or 18,900 liters) do not require correction to net gallons (or liters). For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) number 4 fuel oil (ASTM D 396).

(e) **WATER BOTTOMS**. Every delivery must be free of all water bottoms prior to discharge; and the Contractor is responsible for their removal and disposal.

(f) **MEASUREMENT RESTRICTIONS**. All methods of measurement described in this Supplement are subject to government safety and environmental restrictions, foreign or domestic. Such restrictions may prohibit, or render ineffective, a particular method in some cases.

(g) **MEASUREMENT STANDARDS**. All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS). Outside the U.S., other technically equivalent national or international standards may be used. Certified capacity tables shall mean capacity tables prepared by an independent inspector or any independent surveyor to the aforementioned measurement and calibrations standards. In addition, the following specific standards will be used as applicable:

(1) API MPMS Chapter 11.1, Temperature and Pressure Volume Correction Factors for Generalized Crude Oils, Refined Products, and Lubricating Oils (this chapter is an adjunct to ASTM D 1250, IP 200 and International Organization for Standardization (ISO) 91-1). Either the 2004 or 1980 version of the standard may be used. Either the printed tables (an adjunct to the 1980 version) or the computer subroutine version of the standard may be used. In case of disputes, the computer subroutine for the 2004 version of the standard will be the referee method.
(2) For crude oils, JP4, and Jet B, use Volume I, Tables 5A and 6A; Volume VII, Tables 53A and 54A; or Volume IV, Tables 23A and 24A.
(3) For lubricating oils, use Tables 5D and 6D, Tables 53D and 54D, or Tables 23D and 24D.
(4) For all other fuels and fuel oils, use Volume II, Tables 5B and 6B; Volume VIII, Tables 53B and 54B; or Volume V, Tables 23B and 24B.
(4) For chemicals/additives use Volume III, Table 6C (or Volume IX, Table 54C), or volume correct in accordance with the product specification.
(5) Volume XII, Table 52, shall be used to convert cubic meters at 15 degrees Celsius to barrels at 60 degrees Fahrenheit. Convert liters at 15 degrees Celsius to cubic meters at 15 degrees Celsius by dividing by 1,000. Convert gallons at 60 degrees Fahrenheit to barrels at 60 degrees Fahrenheit by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be used.
(6) As an option to (b) (1) (v), liters may be converted to gallons using Table 1 (see below). If this option is used, it must be agreed upon by both parties and shall remain in effect for the duration of the contract. Should foreign law restrict conversion by this method, the method required by law shall be stated in the offer.
(7) If the original measurement is by weight and quantity is required in U.S. gallons, then—
    (i) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60 degrees Fahrenheit.
    (ii) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60 degrees Fahrenheit.
(8) API MPMS, Chapter 4, Proving Systems. All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 12 months, whichever is more frequent. A meter calibration log/calibration certificates shall be maintained which as a minimum contains number/name of each meter; calibration frequency; date of the last calibration; due date for next calibration; name and signature of the person performing the calibration; traceability to master meter/prover used for calibration; and calibration report number.
    (i) Each meter shall be marked with the date of the last calibration and due date for the next calibration. All calibration meter records and logs/certificates shall be kept on file and made available upon request. All calibration records (including logs or certificates) shall be retained on file for a period of three years.

(h) **API MPMS CHAPTER 12, CALCULATION OF PETROLEUM QUANTITIES.** All calculations of net quantities shall be made in accordance with this chapter. Outside the U.S., use of a tank shell correction factor is not required unless its use is a customary practice for custody transfer.

Table 1: Conversion Factors		
Density @ 15ºC	**Gallons at 60ºF to Liters at 15ºC; Multiply by**	**Liters at 15C to Gallons at 60F, Multiply by**
0.723 – 0.768	3.78286	0.26435
0.769 – 0.779	3.78309	0.26433
0.780 – 0.798	3.78334	0.26432
0.799 – 0.859	3.78356	0.26430
0.860 – 0.964	3.78381	0.26428
0.965 – 1.074	3.78405	0.26427

(i) **SHIPPING DOCUMENTATION**. When the Contractor's shipping document (such as a truck's metered ticket) is used to determine, or verify, the payment quantity under this contract, the following information shall be provided on that shipping document: gross and net quantity (gallons or liters, as required), observed and corrected API gravity/density, and the temperature (Fahrenheit or Celsius) at which the product was measured. This information shall be mechanically imprinted on the shipping document. Although this will apply primarily to the use of meters in various applications, it also applies to any other quantity determination method. The following exceptions apply:

(i) Where Government documents are the sole basis for payment, such as Department of Defense (DD) Form 250/250-1s, the information is not required.

(ii) Where conveyances with temperature-compensating meters are used, the shipping document shall only be annotated with the corrected API gravity/density, the net quantity, and a statement that a temperature-compensating meter was used to determine net quantity.

(iii) Where conveyances with temperature compensating meters are not used, the shipping document shall be only be annotated with the API gravity (or density), gross quantity, and a statement that volume correction was not required.

(j) **RIGHT TO REPRESENTATIVE**. For f.o.b. origin deliveries, the Government has the right to have a representative present to witness the measurement of quantity. For f.o.b. destination deliveries, the Contractor has the right to have a representative present to witness the delivery and measurement of quantity. (End of Text)

F2 DLA INTERNET BID BOARD SYSTEM (DIBBS) (AS OF MAY 1, 2026)
THIS CONTRACT TEXT ONLY APPLIES TO DLA FUNDED LINE ITEMS.

(a) Contractor Registration. Contractors must register in DIBBS to obtain a login account at https://www.dibbs.bsm.dla.mil. The login account will allow a contractor to register a primary and alternate email address for notifications. Contractors are strongly encouraged to establish a group email address for the primary email address for the contractor's authorized point of contacts. The registered email addresses will be the only email used by the government to make notifications.

(b) All contractors must have an active System for Award Management (SAM) account, http://www.sam.gov in order to register for DIBBS.

(c) The Contractor shall use DIBBS to receive orders. DLA Energy will not be using DIBBS receipt of quotes capability. All quotations, proposals, bids shall be submitted in accordance with the terms and conditions of the solicitation.

(d) Preparation and Transmission of Orders

(1) The Government may issue an order for a specific delivery or a series of deliveries (e.g., several deliveries during a week). The Government may also elect to issue an order covering a longer period (including monthly orders) and make periodic calls against these orders designating specific delivery dates, times, and quantities.

(2) Only a DLA Energy warranted Contracting Officer can issue an order, either orally or in writing, against a contract. An oral order issued by the warranted Contracting Officer shall provide the required advance notice to the Contractor and the following information: **Interim order number**; contract number; item number; ceiling price; quantity; delivery location; and the required delivery and/ or service date.

(i) For all product orders, the Contractor will receive an electronically signed written order via DIBBS, within 24 hours or one business day after the warranted Contracting Officer issues an oral order.

(ii) For all service orders, the Contractor will receive an electronically signed written order via DIBBS, within five business days after issuing the oral order.

(iii) Interim order number is subject to change once the electronically signed written order is received by the contractor. The order number on the written order will take precedence over the interim order number, if different.

(iv) Regardless of the unit price cited on the written order, the office designated to make payments on the written order will pay the applicable unit price in effect under the terms and conditions of the contract.

(v) Once the order has been issued, an email will be sent to the Contractor to provide notice that the order is available on the contract-specific web page. The order will also be submitted to the payment office.

(3) Calls against previously issued orders must be confirmed in writing within 24 hours or one business day via email message. The email confirmation will reference the previously issued order number and
item number and designate specific delivery location, dates, and quantity to be delivered against that order.

(4) The Contractor's nonreceipt of a written or electronic confirmation of an oral order or oral call against a written or electronic order does not relieve the Contractor from its obligation to perform in accordance with the oral order or oral call against a written or electronic order. The Contractor should contact the

DLA Energy Contracting Officer if problems are experienced with receipt of the electronic or written confirmation.

(End of Text)

F4 REQUIREMENT TO PROVIDE ADDITIONAL TRUCKING ASSETS (OVERSEAS BULK)

With at least 15 days written notice from the Contracting Officer to the Contractor, the Contractor is required to provide the specified number of additional trucks and drivers, not to exceed 10 percent of the number of trucks and drivers under contract, at the daily contract price per truck and driver contained in the contract. The minimum number of days these additional trucks and drivers will be placed on contract is 15 days. The Government may utilize this contract text on multiple occasions, as required, throughout the life of the contract, including the option periods.

SECTION G – CONTRACT ADMINISTRATION DATA

DFARS 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

a) *Definitions*. As used in this clause—

"Contract financing payment" means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include—

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include—

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

"Electronic form" means any automated system that transmits information electronically from the initiating system to affected systems.

"Invoice payment" means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include—

(i) Payments for partial deliveries that have been accepted by the Government;

(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;

(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

“Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

“Receiving report” means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when—

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at https://wawf.eb.mil/.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests. (End of clause)

DFARS 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) *Definitions.* As used in this clause—

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003 , Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing*. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003 , Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access*. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training*. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) *WAWF methods of document submission*. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions*. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type*. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Contractor shall submit a combo 2in1

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(3) *Document routing*. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	SL4701
Issue By DoDAAC	SPE602
Admin DoDAAC	SPE602
Inspect By DoDAAC	SJ0629
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	SJ0629
Service Acceptor (DoDAAC)	SJ0629
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DODAAC(s)	N/A

4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report*. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023)

(a) The Contractor shall not include the terms of any Federal Acquisition Regulation (FAR) clause or Defense Federal Acquisition Regulation Supplement (DFARS) clause in subcontracts for commercial products or commercial services at any tier under this contract, unless

(1) For DFARS clauses, it is so specified in the particular clause; or

(2) For FAR clauses, the clause is listed at FAR 12.301(d) or it is so specified in paragraph (e)(1) of the clause at FAR 52.212-5 or paragraph (b)(1) of the clause at FAR 52.244-6, as applicable. (Section 847(b)(1)(B), Pub. L. 114-328)

(b)(1) In accordance with 10 U.S.C. 3457(c), the Contractor shall treat as commercial products any items valued at less than $10,000 per item that were purchased by the Contractor for use in the performance of multiple contracts with the Department of Defense and other parties and are not identifiable to any particular contract when purchased.

(2) The Contractor shall ensure that any items to be used in performance of this contract, that are treated as commercial products pursuant to paragraph (b)(1) of this clause, meet all terms and conditions of this contract that are applicable to commercial products or commercial services in accordance with the clause at FAR 52.244-6 and paragraph (a) of this clause.

(c) Subcontracts. The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

G1 INVOICE NUMBERING REQUIREMENTS

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected.

G2 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED

Reference complete text in Attachment 7—Offer Submission Package – Sections G and K Fill-in Clauses, Provisions, and Contract Texts

G3 CONTRACTOR BANKING INFORMATION

Will be requested upon contract award—Contract Admin Banking Form

SECTION H – SPECIAL CONTRACT REQUIREMENTS

Not applicable

SECTION I – CONTRACT CLAUSES

FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2024)

(a) *Definitions.* As used in this provision-"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) *Prohibition*. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification*. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(d) *Penalty*. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352.Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to civil penalties as provided in 31 U.S.C 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUNE 2020)

(a) *Definitions*. As used in this clause-

Agency means "*executive agency*" as defined in Federal Acquisition Regulation (FAR) 2.101.

Covered Federal action means any of the following actions:

(1) Awarding any Federal contract.

(2) Making any Federal grant.

(3) Making any Federal loan.

(4) Entering into any cooperative agreement.

(5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

Indian tribe and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.

Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

Local government means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

Officer or employee of an agency includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

Person means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

Reasonable compensation means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

Reasonable payment means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

Recipient includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and *are* permitted by other Federal law.

Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) *Prohibition*. 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. In accordance with 31 U.S.C. 1352 the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contractor the extension, continuation, renewal, amendment, or modification of this contract.

(1) The term *appropriated funds* does not include profit or fee from a covered Federal action.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(c) *Exceptions*. The prohibition in paragraph (b) of this clause does not apply under the following conditions:

(1) *Agency and legislative liaison by Contractor employees*.

(i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern-

(A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person's products or services for an agency's use.

(iii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(2) *Professional and technical services*.

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(iii) As used in paragraph (c)(2) of this clause, "professional and technical services" are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).

(iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

(d) *Disclosure*.

(1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.

(2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

(e) *Penalties*.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) *Cost allowability*. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(g) *Subcontracts*.

(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract under this contract that exceeds the threshold specified in FAR 3.808 on the date of subcontract award. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract that exceeds the threshold specified in FAR 3.808 on the date of subcontract award.

(End of clause)

FAR 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS--REPRESENTATION (JAN 2017)

(a) *Definition*. As used in this provision-

Internal confidentiality agreement or statement, subcontract, and subcontractor , are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) *Representation*. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT-MAINTENANCE (DEVIATION 2026-O0043)

(a) *Definitions*. As used in this clause—

Commercial and Government Entity code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as "CAGE code"); or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as "NCAGE code").

Unique Entity Identifier (UEI) means an identifier used to identify a specific commercial, nonprofit, or Government entity.

(b) *Active registration*.

(1) The Contractor shall maintain an active Federal Government contracts registration in the System for Award Management (SAM) at https://www.sam.gov during contract performance and through final payment under this contract. To maintain an active registration in SAM, the Contractor shall review at least annually its registration in SAM and validate that the information is current, accurate, and complete.

(2) The Contractor is responsible for the currency, accuracy, and completeness of the information provided within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete information. Updating SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c) *Novation and change-of-name agreements*.

(1) If the Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used to perform the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in part 42 of the Federal Acquisition Regulation (FAR), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to —

(i) Change the legal business name in SAM;

(ii) Comply with the requirements of FAR part 42; and

(iii) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with its written notification sufficient documentation to support the legally changed name.

(2) If the Contractor fails to comply with the requirements of paragraph (c)(1) of this clause, or fails to perform the agreement at paragraph (c)(1)(iii) of this clause, and, in the absence of a properly executed

novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(d) *Assignees*.

(1) The Contractor shall not change the legal business name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR part 32). Assignees shall be separately registered in SAM.

(2) Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(e) Unique entity identifier (UEI). The Contractor shall ensure that its UEI is maintained throughout the life of the contract.

(f) Commercial and Government Entity (CAGE) code. The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. To update a CAGE code, the Contractor shall initiate the change by updating its SAM registration.

(g) Communicating changes. The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

FAR 52.240-93 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (DEVIATION 2026-O0028)

(a) Definitions. As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information

(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but

(2) Does not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding* requirements.

(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered

contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED. (DEVIATION 2026-O0028)

(a) *Definition*.

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is–

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award, with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless a compelling reason exists to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, proposed for debarment, or voluntarily excluded, by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, proposed for debarment, or voluntarily excluded (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, proposed debarment, or voluntary exclusion.

(e) *Subcontracts*. Unless this is a contract for the acquisition of commercial products or commercial services, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—

(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and Is not a subcontract for commercially available off-the-shelf items.

FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2026)

a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via https://www.sam.gov.

(b) All information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) All information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available (section 3010 of Pub. L. 111-212).

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

52.212-4 TERMS AND CONDITIONS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JUN 2020)

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this
contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible.

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) *Invoice*. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*-

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C.3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

i. Remit the overpayment amount to the payment office cited in the contract along with a description of theoverpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

ii. Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) *Interest*. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a

Termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts;; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized Obligations.*

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or

(iii)other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iv) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized
by statute and specifically authorized under applicable agency regulations and procedures.

(t) Comptroller General examination of record. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(u) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

FAR 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **Date of Contract Award** through **SEPTEMBER 30, 2029.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

FAR 52.216-21 REQUIREMENTS (FEB 2026)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated'' or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after March 31, 2030.

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **30 days of expiration of the contract period**.

FAR 52.229-6 TAXES—FOREIGN FIXED-PRICE CONTRACTS (FEB 2026)

(a) To the extent that this contract provides for furnishing supplies or performing services outside the United States and its outlying areas, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.

(b) *Definitions.* As used in this clause--

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"Country concerned" means any country, other than the United States and its outlying areas, in which expenditures under this contract are made.

"Tax" and "taxes" include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

"All applicable taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, pursuant to written ruling or regulation in effect on the contract date.

"After-imposed tax" means any new or increased tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

"After-relieved tax" means any amount of tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"Excepted tax" means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the U.S. Government.

(c)

(1) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States, and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States except as provided in paragraph (c)(2) of this clause.

(2) Taxes imposed under 26 U.S.C. 5000C may not be—

(i) Included in the contract price; nor

(ii) Reimbursed.

(d)

(1) Except as provided in paragraph (d)(2) of this clause, the Government will increase the contract price by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the requirements of paragraph (i) of this clause.

(2) The contract price may not be increased to offset taxes imposed under 26 U.S.C. 5000C.

(e) The Government will decrease the contract price by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the Contractor to the extent that the penalty was paid by the Government.

(f) The Government will decrease the contract price by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the requirements of paragraph (i) below.

(g) in the Government will not adjust the contract price under this clause unless the amount of the adjustment exceeds $250.

(h) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis of an increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs.

(i) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

FAR 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS - NOTICE AND REPRESENTATION (FEB 2026)

(a) Definitions. As used in this provision—

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if–

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It [_] is [_] is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 [__] a full exemption, or [__] partial or no exemption [Offeror shall select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor’s failure to use reasonable care causes damage to any of

this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

FAR 52.246-4 INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996)

(a) *Definition:* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may --

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may --

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

DFARS 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

(a) *Definition*. "Covered DoD official," as used in this clause, means an individual that—

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of $10 million, and serves or served—

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of $10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

DFARS 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022)

(a) The Contractor shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 10 U.S.C. 4701, as described in subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts.

DFARS 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019)

The agency office of the Inspector General referenced in paragraphs (c) and (d) of FAR clause 52.203-13, Contractor Code of Business Ethics and Conduct, is the DoD Office of Inspector General at the following address:

Department of Defense Office of Inspector General
Administrative Investigations
Contractor Disclosure Program
4800 Mark Center Drive, Suite 14L25 Alexandria, VA 22350-1500
Toll Free Telephone: 866-429-8011
Website: https://www.dodig.mil/Programs/Contractor-Disclosure-Program/.

DFARS 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the Contractor.

DFARS 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

(a) *Definitions*. As used in this provision—

"Controlled technical information," "covered contractor information system," "covered defense information," "cyber incident," "information system," and "technical information" are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2)—

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171 "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see http://dx.doi.org/10.6028/NIST.SP.800-171) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024)

(a) *Definitions*. As used in this clause—

"Adequate security" means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

"Contractor attributional/proprietary information" means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without

restrictions.

"Covered contractor information system" means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

"Covered defense information" means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at http://www.archives.gov/cui/registry/category-list.html, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

"Cyber incident" means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

"Forensic analysis" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

"Malicious software" means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

"Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

''Operationally critical support'' means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

"Rapidly report" means within 72 hours of discovery of any cyber incident.

"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013 , Rights in Technical Data—Other Than Commercial Products and Commercial Services, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security*. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010 , Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at https://csrc.nist.gov/publications/sp800) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii) (A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (https://www.fedramp.gov/resources/documents/) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of

this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) *Cyber incident reporting requirement*.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at https://dibnet.dod.mil.

(2) *Cyber incident report*. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at https://dibnet.dod.mil.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see https://public.cyber.mil/eca/.

(d) *Malicious software.* When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) *Media preservation and protection*. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities*. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor

attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts*. The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

DFARS 252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023)

(a) *Definitions.* As used in this clause—

"Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

"Litigation support" means administrative, technical, or professional services provided in support of the Government during or in anticipation of litigation.

"Litigation support contractor" means a contractor (including its experts, technical consultants, subcontractors, and suppliers) providing litigation support under a contract that contains the clause at 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors.

"Sensitive information" means controlled unclassified information of a commercial, financial, proprietary, or privileged nature. The term includes technical data and computer software, but does not include information that is lawfully, publicly available without restriction.

"Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(b) *Notice of authorized disclosures.* Notwithstanding any other provision of this solicitation or contract, the Government may disclose to a litigation support contractor, for the sole purpose of litigation support activities, any information, including sensitive information, received—

(1) Within or in connection with a quotation or offer; or

(2) In the performance of or in connection with a contract.

(c) *Subcontracts..* Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial products or commercial services.

DFARS 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of the threshold specified in Federal Acquisition Regulation 9.405-2(b) on the date of subcontract award with a firm, or a subsidiary of a firm, that is identified in the Exclusions section of the System for Award Management (SAM Exclusions) as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a

country that is a state sponsor of terrorism.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, in SAM Exclusions, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in SAM Exclusions.

DFARS 252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting Officer.

DFARS 252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

DFARS 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

Definition. "United States," as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(a) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is—

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from

DFARS 252.229-7001 TAX RELIEF—BASIC (APR 2020)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX:

RATE (PERCENTAGE):

(b) Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available. The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

DFARS 252.229-7014 FULL EXEMPTION FROM TWO-PERCENT EXCISE TAX ON CERTAIN FOREIGN PROCUREMENTS (OCT 2022)

(a) As the Contractor represented in its offer, any item, including any item delivered under subcontract; any service; or any combination thereof delivered under this contract is fully exempt from the 2-percent excise

tax withholding imposed by 26 U.S.C. 5000C and implemented by Federal Acquisition Regulation (FAR) 52.229-12, Tax on Certain Foreign Procurements.

(b) If the full exemption no longer applies due to a change in circumstances during the performance of the contract, causing the Contractor to become subject to the withholding for the 2-percent excise tax as imposed by 26 U.S.C. 5000C, then the Contractor shall immediately comply with the notification and billing requirements of FAR clause 52.229-12.

DFARS 252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUN 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless—

(1) Approved in writing by the Contracting Officer;

(2) Made in accordance with the laws and regulations of the United States of America; and

(3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential" be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

DFARS 252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.
(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide—

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including–

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract;and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

DFARS 252.233-7001 CHOICE OF LAW (OVERSEAS) (JUN 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for the hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

DFARS 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JAN 2023)

(a) Definitions. As used in this clause—

"Detainee" means any person captured, detained, held, or otherwise under the effective control of DoD personnel (military or civilian) in connection with hostilities. This includes, but is not limited to, enemy prisoners of war, civilian internees, and retained personnel. This does not include DoD personnel or DoD contractor personnel being held for law enforcement purposes.

"Interrogation of detainees" means a systematic process of formally and officially questioning a detainee for the purpose of obtaining reliable information to satisfy foreign intelligence collection requirements.

(b) Contractor personnel shall not interrogate detainees.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial products, that may require subcontractor personnel to interact with detainees in the course of their duties.

DFARS 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR Part 31 and DFARS Part 231, in effect on the date of this contract, apply.

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation
(FAR): https://www.acquisition.gov/far-overhaul

Department of Defense Federal Acquisition Regulation Supplement
(DFARS): https://www.acquisition.gov/dfars

Defense Logistics Agency Directive
(DLAD): https://www.acquisition.gov/dlad

(End of Provision)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
https://www.acquisition.gov/content/regulations

CLAUSES INCORPORATED BY REFERENCE:

52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (FEB 2026)
52.233-3, Protest After Award (FEB 2026)
52.233-4, Applicable Law for Breach of Contract Claim (FEB 2026)
52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020)
52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021)
52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (FEB 2026)
52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2026)
52.222-50, Combating Trafficking in Persons (FEB 2026)
52.229-12, Tax on Certain Foreign Procurements (FEB 2026)

52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (JUL 2013)
52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021)
52.203-17, Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.222-35, Equal Opportunity for Veterans (FEB 2026).
52.222-36, Equal Opportunity for Workers with Disabilities (FEB 2026)
52.222-37, Employment Reports on Veterans (FEB 2026)
52.222-41, Service Contract Labor Standards (FEB 2026)
52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (FEB 2026)
52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (FEB 2026)
52.222-54, Employment Eligibility Verification (FEB 2026)
52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (FEB 2026)
52.222-62, Paid Sick Leave Under Executive Order 13706 (FEB 2026)
52.224-3, Privacy Training (Jan 2017)

I1 DEFINITIONS (AS OF MAY 1, 2026)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) **Quality Assurance Representative** (QAR) is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing petroleum products and services.

(b) **Ordering Officer** means whichever of the following or their designated representatives is applicable: (1) the Commander, DLA Energy; (2) the Commander, Defense General Supply Center; (3) the Commander, U.S. Army Petroleum Center; (4) the Commanding Officer, U.S. Navy Petroleum Office; (5) the Director of Air Force Aerospace Fuels; (6) the Chief of the Air Force Aerospace Fuels Office; (7) the Officer in charge of the Federal Government activity encompassing any delivery point indicated in the Schedule; (8) the Commanding Officer or the Master of the vessel to be bunkered; (9) any Government Contractor furnishing evidence of authority to order under this contract; (10) the head of any Federal Government agency; (11) the pilot, the flight commander, the aircraft commander or the crew chief of the U.S. designated aircraft authorized to place orders against into-plane contracts; (12) the Contracting Officer; (13) the individual in charge of ordering coal at the receiving Government activity; (14) the driver of a Federal vehicle or boat, or the pilot of a Federal aircraft authorized to place orders under a service station contract; (15) the Navy Fleet Commanders; (16) the Defense Attaché .

(c) The acronym **TK** means tanker, **B** means barge, **TC** means tank car, **T** means truck, **TT** means transport truck, **TTR** means truck and trailer, **TW** means tank wagon, **P** means pipeline, and **MSS** means Marine Service Station. The acronyms or terms **TT** or **transport truck** and **TTR** or **truck and**

(d) **trailer** mean tank truck equipment, whereas the acronym or term **T** or **truck** means truck equipment for hauling drummed or packaged supplies. The acronym **SW** means supplier's works, **CFD** means Contractor-furnished drum, and **GFD** means Government-furnished drum.

(e) **Supplies** means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea. An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(f) **Acceptance** means the act of an authorized Representative of the Government by which the Government, for itself, or as an agent of another, assumes ownership of existing identified supplies tendered or approves specific services rendered, as partial or complete performance of the contract. For f.o.b. origin delivery acceptance occurs when the Government QAR signs the Material Inspection and Receiving Report (DD Form 250 series document). For f.o.b. destination delivery, acceptance occurs when the authorized Government Representative signs the DD Form 250 series document or the contractor's shipping document.

(g) **Calibration** means the comparison of a measurement system or device of unverified accuracy to a measurement system or device of known or greater accuracy to detect and correct any deviation from required performance specifications of the unverified measurement system or device.

(h) The terms **isolated system** and **segregated system** mean a system that has a positive separation from other systems in a tank farm through the means of blind flanges, locked double-block and bleed type valves, etc.

(i) **Dedicated system** means a system that is self contained and for the exclusive use of a particular product.

(j) **Common system** means a system that usually utilizes a manifold or pipeline that handles more than one product exclusively.

I2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE – COMMERCIAL ITEMS

(a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.

(b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is $500. This payment for administrative costs is in addition to any excess re-procurement costs and any other remedies or damages resulting from the termination.

(c) The term **termination action,** as used herein, means the termination for cause, including any associated re-procurement effort, involving—

(1) Any single order or any group of orders terminated together;
(2) Any item or group of items terminated together; or
(3) The entire contract.

I3 LIABILITY FOR FUEL SPILLS

The Contractor shall take all measures required by law and good business practice to prevent fuel spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying, or dumping into or onto any land or water). In the event that the Contractor's failure to take such measures results in a fuel spill, the Contractor shall be liable for the costs of spill containment, cleanup, and disposal. In addition, the Contractor shall reimburse the Government for any resulting fines or penalties. For purposes of this provision, the term **fuel** includes all petroleum and additive products.

SECTION J- List of Attachments

List of Attachments:

FILE NAME	DESCRIPTION
Attachment 1	Kuwait National Petroleum Company (KNPC) Technical Specifications
Attachment 2	KAFCO Tanker Safety Checklist
Attachment 3	KAFCO Insurance Coverage Requirement
Attachment 4	Quality Assurance Provisions C
Attachment 5	Quality Assurance Provisions E
Attachment 6	Offer Submission Package- Pricing Schedule
Attachment 7	Offer Submission Package- Sections G and K Fill-in Clauses and Provisions

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (FEB 2026)

(a) Definitions. As used in this provision-—

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) Procedures.

(1) Covered telecommunications and video surveillance. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(2) FASCSA Orders.

(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) Covered telecommunications equipment or services representations. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) FASCSA Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) Sudan certification. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) Iran Representation and Certifications.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) Disclosure.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) Executive agency review of disclosures. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

DFARS 252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022)

(a) *Definition.* "Covered DoD official" is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the Offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR part 2641, section 1045 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), and Federal Acquisition Regulation 3.104-2.

K3 RELEASE OF UNIT PRICES (AS OF MAY 1, 2026)

(a) The Defense Logistics Agency Energy (DLA Energy) has routinely released the unit prices of successful and unsuccessful offerors to interested parties at the conclusion of the procurement. This information has been released in various formats, including abstracts of offers received, bid evaluation model reports, notices to unsuccessful offers, and other summary formats. Updated contract prices are also publicly posted on the DLA Energy website throughout the delivery period of some contracts. Offerors have not objected to DLA Energy's routine release or disclosure of these unit prices.

(b) DLA Energy will continue to release unit prices of successful offers after contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.506(d)(2) and 32 CFR 286h-3.

(c) DLA Energy will continue to release unit prices of unsuccessful offers after contract award that are included in a Government document, such as the Bid Evaluation Model or other similar evaluation document, in accordance with DoD 5400.7-R (C5.2.8.2.).

(End of Text)

K2 WIDE AREA WORKFLOW (WAWF) SUPPLEMENTAL INVOICE SUBMISSION AS OF MAY 1, 2026)

(a) When a vendor becomes aware that an invoice was submitted for a price or quantity that is lower than the correct amount, the following needs to be done:

(1) The vendor will go to WAWF and try to recall the invoice and do changes in price or quantity. If the vendor is unable to recall the invoice:

(2) The vendor will submit via fax (Fuels EDM FAX Line: 614-701-2638 or DSN 791-2638/ Toll Free 855-234-5592) a

manual invoice to the payment office, SL4701, which identifies the invoice as an adjustment with an invoice number that is a derivation of the original invoice number that was submitted and paid. (For example, if the original invoice number was 12345, then adjustment invoice number shall be 12345ADJ). The adjustment invoice should have the original price or quantity cited as well as the

corrected price or quantity and the net adjustment,

(3) All other proper invoice criteria, in accordance with the Prompt Payment Act, remain required for adjustment invoices.

(4) The vendor can print the WAWF invoice and use it to make the adjustments as described above.

If a vendor has payment status questions, they may contact either DFAS-Customer Service at DFAS-CO_LC@DFAS.MIL or dial 1-800-756-4571 option 2, or contact their DLA Energy Contracting Officer, to obtain contract information from their contract.

Note: The aforementioned email address contains an **underscore** "_" between the "CO" and "LC".

The Following Provisions Are Included In Full Text In Attachment 7 Of The Solicitation - The Offer Submission Package - For Completion And Certification By The Offeror.

FAR 52.204-90 OFFEROR IDENTIFICATION (FEB 2026)
FAR 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--REPRESENTATION (FEB 2026)

FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FEB 2026)
FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2026)
FAR 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2026)
K3: OFFEROR INFORMATIONDLAD 52.233-9001DISPUTES – AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (Deviation 2024-O0006, Revision 1)
K4: AUTHORIZED NEGOTIATORS
K5: FOREIGN TAXES

SECTION L – INSTRUCTIONS, CONDITIONS, NOTICES TO OFFERORS OR RESPONDENTS

FAR 52.204-7
SYSTEM FOR AWARD MANAGEMENT-REGISTRATION (FEB 2026)

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. As part of the SAM registration process, the Government collects information, as described in paragraphs (b) through (d) of this provision, that is necessary to identify the Offeror and for the Offeror to be awarded Federal Government contracts. To register in SAM, go to https://www.sam.gov. Allow for processing time when registering in SAM. If the Offeror is not registered in SAM, it should register immediately after receiving this solicitation.

(a) *Definitions*. As used in this provision—

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at the Federal Acquisition Regulation (FAR) 52.204-13, System for Award Management—Maintenance, of this solicitation.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer identification number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-13, System for Award Management—Maintenance, of this solicitation.

(b) *Identifiers*. The Offeror shall obtain and provide the following identifying information:

(1) *Unique entity identifier (UEI)*.

(i) The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go to https://www.sam.gov for instructions on obtaining a UEI.

(ii) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.

(2) *Taxpayer identification number (TIN)*.

(i) The Offeror shall provide its TIN or related information to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and implementing regulations issued by the IRS. The Offeror shall consent for TIN validation; and

(3) *Commercial and Government Entity (CAGE) code*.

(i) The Offeror shall provide a CAGE code and legal business name (Do not use a "doing business as" name) for—

(A) Itself;

(B) Its immediate owner(s), if any;

(C) Its highest-level owner, if any; and

(D) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

(ii) If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to https://cage.dla.mil/.

(iii) The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).

(iv) If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	Then…
Located in a country that is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located in a country that is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(c) *Representations and certifications*.

(1) The following FAR solicitation provisions contain entity-level representations and certifications that the Offeror shall submit as part of their Federal Government contracts registration in SAM:

Provision	Title	Date
52.204-5	Women-Owned Business (Other Than Small Business)	Oct 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation	Nov 2015
52.209-5	Certification Regarding Responsibility Matters	Aug 2020
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	Feb 2016
52.219-1	Small Business Program Representations	Feb 2024
52.219-1 Alt I	Small Business Program Representations, with its Alternate I	Feb 2024
52.219-1 Alt II	Small Business Program Representations, with its Alternate II	Mar 2023

52.226-2	Historically Black College or University and Minority Institution Representation	Oct 2014

(2) By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.

(d) *Other information*. The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts

FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2026)

(a) *Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation.* As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers.* The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise

successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings.* If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

FAR 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

FAR 52.233-2 SERVICE OF PROTEST (FEB 2026)

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

DLAD 52.233-9001 DISPUTES – AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2020)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and legal counsel. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here [ ]. Alternate wording may be negotiated with the contracting officer.

L1 E-MAIL PROPOSALS

(a) Offerors may submit quotes via e-mail. E-mail quotes are subject to the same rules as paper proposals.

(b) E-mail receiving data and compatibility characteristics are as follows:
(1) E-mail address: BulkFuelsBidCustodian@dla.mil
(2) The DLA Energy accepts attachments in—
(i) Adobe Acrobat;
(ii) Microsoft Excel;
(iii) Microsoft Word; and
(iv) Microsoft PowerPoint.

(c) Initial proposals, modifications and proposal revisions submitted via e-mail must contain offeror's signature included in the attachment to the e-mail communication.

(d) Attachments that are not in .pdf file format must be sent password protected for “read only” to ensure the integrity of the data submitted.

(e) Proposals submitted electronically through a single e-mail must be no more than 10 MB. DLA

Energy's mail server will reject messages larger than 10 MB.

(f) The DLA Energy e-mail filter will scan the incoming e-mail and attachments for viruses and key words. Abbreviations for terms such as "Analysts" or using "3Xs" as placeholders in a document are found in the filter's adult content library and may result in the e-mail delivery being delayed. Offerors are encouraged to verify receipt of e-mail offers by contacting the Contracting Officer prior to the solicitation closing time.

(g) If any portion of an e-mail proposal received by the Contracting Officer is unreadable, the Contracting Officer will immediately notify the offeror and permit the offeror to resubmit the proposal. The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror and the resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complied with the e-mail submissions instructions provided in this paragraph and with the time and format requirements for resubmission prescribed by the Contracting Officer.

(h) The Government reserves the right to make award solely on the e-mail proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete signed original proposal.

SECTION M – EVALUATION FACTORS FOR AWARD

FAR 52.212-2 EVALUATION - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2026)

(a)The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. FACTOR 1: TECHNICAL ACCEPTABILITY
   The following subfactors are equal in importance.

   SUB-FACTORS:
   (1) General Provisions and Performance Requirements
   (2) Quality Assurance and Quantity Requirements
   (3) Deliverables

2. FACTOR 2: PRICE

FACTOR 1: TECHNICAL ACCEPTABILITY

Within this factor, there are three sub-factors. All three sub-factors are equal in importance to each other. Each Technical sub-factor will be rated either Acceptable or Unacceptable. After all sub-factors have been rated, an overall Technical rating will be assigned to the proposals to assure technical capability.

Sub-factors will be rated either "Acceptable" or "Unacceptable." These ratings are defined as follows:

ACCEPTABLE: Proposal meets the requirements of the solicitation

UNACCEPTABLE: Proposal does not meet the requirements of the solicitation

A proposal must receive an "Acceptable" rating for every sub-factor in order to be rated overall technically acceptable. If a proposal receives a rating of "Unacceptable" for one sub-factor, the entire proposal will be rated technically unacceptable.

Sub-factor 1: General Provisions and Performance Requirements:

The proposal provides an approach which demonstrates the understanding of a requirement for tank truck transportation of DLA Energy-owned fuel products, specifically Turbine Fuel, Aviation JA1; Turbine Fuel, Aviation JP8; Diesel Fuel (DF2/ADO); and Motor Gasoline (MOGAS), within the country of Kuwait as described in PWS 1.0 General Provisions.

- The proposal identifies personnel and contractor furnished equipment, material and/or facilities necessary for providing these services.
- The proposal provides quantity, condition, age, capabilities, maintenance, and/or replacement of contractor- furnished items to ensure sufficient support is continually provided.
- The proposal provides proof that appropriate licenses and permits specified in the PWS Section 1.4.1 and PWS Section 1.4.2 have been obtained or will be in place prior to the beginning of the delivery period.
- The proposal provides proof that insurance requirements specified in Attachment 3 are met for deliveries from KAFCO.
- The proposal must provide an approach that demonstrates the contractor's ability to meet all performance requirements listed under PWS 2.0 Performance Requirements.
- The proposal demonstrates the contractor's ability to perform during the hours of operations. PWS Section 2.1.
- The proposal provides evidence that all personnel are qualified, certified and have required skills to accomplish all required tasks. PWS Section 2.2.
- The proposal addresses the ability to meet security and safety requirements. PWS Section 2.3.
- The proposal addresses the ability to meet transportation requirements and additional requirements listed in PWS Attachments 1 & 2. PWS Section 2.5.
- The proposal indicates that a sufficient number of tank trucks are offered to meet the delivery schedule and all tank truck requirements are met. PWS Sections 2.6 and 2.7.

Sub-factor 2: Quality Assurance and Quantity Requirements:

The proposal provides procedures to ensure quality assurance as described under PWS 3.0 Quality Assurance.

- The proposal demonstrates an understanding of the requirements of the Service Delivery Summary (SDS) in PWS Section 3.3,
- The proposal demonstrates an understanding of the requirements in the Quality Check Criteria in PWS Section 3.5,
- The proposal demonstrates an understanding of the requirements in the Truck to Truck Transfers in PWS Section 3.6,
- The proposal demonstrates an understanding of the requirements in the Tank Truck Cleaning Requirements PWS Section 3.7; and
- The proposal demonstrates an understanding of the requirements in the Truck Inspection in PWS Section 3.8.

The proposal provides procedures to ensure quantity assurance as described under PWS 4.0 Quality Requirements.

- The proposal demonstrates understanding of Load Quantities and Quantity Determination such as: calibrated receipt meter, measurement standards and calculation, invoice quantities in U.S. gallons and document requirements. PWS Sections 4.1 and 4.2.

Sub-factor 3: Deliverables:

The proposal provides the following as detailed under PWS 5.0 Deliverables:
1) Contract Compliance Plan, coversheet with a table of contents, that addresses the requirements described in PWS Section 5.1.1,
2) Quality Control Plan, coversheet with a table of contents, that addresses the requirements described in PWS Section 5.1.2,
3) Transportation Plan in PWS Section 5.1.3; and
4) Security Plan in PWS Section 5.1.4.

FACTOR 2: PRICE

Price proposals will be evaluated based on the total offered price in Attachment 6-OSP Pricing Schedule for the base Period of Performance plus the Option Period in accordance with (IAW) FAR 52.217-8: October 1, 2029 – March 31, 2029. The responsible and technically acceptable offeror with the lowest total evaluated price will be eligible for award.

The Price per Gallon (USD) offered for each Contract Line Item Number (CLIN) will be multiplied by the Total Quantity over Three Years (USG) plus 6 Month Option pricing to determine the total price for each CLIN for this performance period. The SUM of all CLINS will determine the Total evaluated price.

(b) Other Notes:

1. The Government reserves the right to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint.

2. A proposal will be considered UNACCEPTABLE for award if it contains deficiencies that preclude award of the contract on the present terms of the proposal; that are not correctable or the corrective action would require rewriting the proposal; or require the submission of an approach which would be new or almost entirely different from that previously proposed.

3. The Government may reject any proposal that is evaluated to be unreasonable in terms of program commitments, including contract terms and conditions such that the proposal is deemed to reflect an inherent lack of technical competence or a failure to comprehend the complexity and performance requirements of the program.

4. The proposal must demonstrate to the Government's satisfaction that the offeror is able to provide services that will ensure the successful accomplishment of the stated objectives consistent with the stated performance and technical parameters of the Performance Work Statement. The Government will evaluate offerors on the basis of material presented in the written proposal. Proposal information provided for one factor may be used to assess other factors if the Government deems it appropriate.

5. Proposed prices that are unrealistically low may be considered an indication of a lack of understanding of the solicitation requirements.

6. The Government reserves the right to conduct a price realism analysis to determine whether the offeror understands the contract requirements. If a price realism analysis is performed and an offeror's price is determined to be unrealistic, the offeror's proposal will be ineligible for award.

7. The Government reserves the right to conduct a Preaward Survey to determine the offeror's ability to meet the requirements of the solicitation.

FAR 52.217-5 EVALUATION OF OPTIONS (FEB 2026)

Except when it is determined in accordance with FAR 17.202(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement.
Evaluation of options will not obligate the Government to exercise the option(s).

M1: CONVERSION FACTORS

(a) This contract text applies to all products except lubricating oils.
(b) The offeror should use conversion factors that reflect its product characteristics and submit prices and transportation rates in the requested units. In the event prices or transportation rates are not submitted in the requested units, the following conversion factors based on an assumed density for the product will be used by DLA Energy in the evaluation of the offer.

(1) **TABLE I.**

UNIT OF MEASURE	EQUAL UNIT OF MEASURE
One Imperial Gallon	1.20095 U.S. Gallons at the same temperature
One Liter	0.264172 U.S. Gallons at the same temperature
One Cubic Meter (1,000 liters)	6.2898 Barrels at the same temperature
One U.S. Barrel	42 U.S. Gallons at the same temperature
One Kilometer	0.62137 Miles
One Mile	1.6093 Kilometers
` One Nautical Mile	1.15 Statute Miles

(2) **TABLE II.**

	DENSITY TYPICAL						
PRODUCT	**@15° C**	**@60° F**					
	Kg/m³	**API**	**BARRELS PER METRIC TON**	**GALLONS PER METRIC TON**	**LITERS PER METRIC TON**	**BARRELS PER LONG TON**	**GALLONS PER LONG TON**
AUTOMOTIVE GASOLINE (ALL)	744.9	58.4	8.462	355.42	1342.46	8.598	361.12
AVIATION GASOLINE (ALL)	716.3	66.0	8.801	369.66	1396.06	8.943	375.59

BURNER FUEL OILS							
FUEL OIL NO. 1	812.8	42.5	7.753	325.61	1230.31	7.877	330.83
FUEL OIL NO. 2	846.9	35.5	7.440	312.49	1180.78	7.560	317.51
FUEL OIL NO. 4	914.2	23.2	6.891	289.44	1093.85	7.002	294.09
FUEL OIL NO. 5 LIGHT	954.2	16.7	6.602	277.27	1048.00	6.707	281.71
FUEL OIL NO. 5 HEAVY	960.7	15.7	6.557	275.39	1040.91	6.662	279.81
FUEL OIL NO. 6	976.6	13.3	6.450	270.90	1023.96	6.554	275.25
DIESEL FUELS							
NO. 1 DIESEL (ALL)	818.9	41.2	7.695	323.17	1122.15	7.818	328.36
NO. 2 DIESEL (ALL) & GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
INTERMEDIATE FUEL OILS							
IFO 180	965.3	15.0	6.526	274.09	1035.95	6.630	278.48
IFO 380	973.9	13.7	6.468	271.65	1026.68	6.572	276.01
JET FUELS							
JP4/JET B	764.6	53.5	8.243	346.22	1307.87	8.376	351.78
JP5	819.9	41.0	7.686	322.80	1219.66	7.809	327.98
JP8/JET A1/F34/TS1	805.9	44.0	7.820	328.42	1240.85	7.945	333.69
JET A	814.2	42.2	7.739	325.04	1228.20	7.863	330.26
KEROSINES (ALL)	815.2	42.0	7.730	324.68	1226.69	7.854	329.88
MARINE GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
NAPHTHA	731.1	62.0	8.623	362.16	1367.80	8.761	367.97
NAVAL DISTILLATE FUEL (F76) AND DFW (F75)	844.3	36.0	7.463	313.43	1184.41	7.582	318.46

(3) **TABLE III.**

PRODUCT	**ASSUMED DENSITY 20 deg C/20 deg C**		
	g/mL	lb/gal	Kg/gal
FSII DIEGME	1.025	8.561	3.884

(a) M2: EVALUATION (EXCEPTIONS/DEVIATIONS)Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation.

(b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that either--

(1) The exception/deviation is material enough to warrant rejection of the offer in part or in full; or

(2) The exception/deviation is acceptable.

(c) If the exception/deviation is in reference to a specification contained in this solicitation and the offeror cannot supply product fully meeting the required specification(s), the product can be offered for consideration provided the offeror clearly indicates, by attachment to the offer, the extent to which

any product offered differs from the required specification(s).

(d) If the exception/deviation is in reference to a particular test, inspection, or testing method contained in this solicitation, the offer can be considered provided the offeror clearly indicates, by attachment to the offer, the extent to which its offer differs from those requirements.

(e) If the exception/deviation is determined acceptable, offered prices may be adjusted, for evaluation purposes only, by the Government's best estimate of the quantitative impact of the advantage or disadvantage to the Government that might result from making an award under those circumstances.